

***ticketmaster***

100 East Grand, Suite 390  
Des Moines, IA 50309  
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**TICKET CENTER AGREEMENT**

THIS TICKET CENTER AGREEMENT ("Agreement") is made and entered into as of the 2<sup>nd</sup> day of January, 2001, by and between Ticketmaster L.L.C., a Delaware limited liability company ("Ticketmaster") and Pershing Auditorium, a municipal corporation ("Ticket Center"), with reference to the following facts:

**WITNESSETH:**

WHEREAS, Ticketmaster is engaged in the automated sale and distribution of admission tickets to various events; and

WHEREAS, Ticketmaster and Ticket Center have previously entered into that certain Licensed User Agreement dated as of March 29, 1989, as amended from time to time (the "Licensed User Agreement") pursuant to which Ticket Center granted to Ticketmaster the exclusive right to sell as Ticket Center's Ticket sales agent all tickets made available to the public for all attractions scheduled or presented by Ticket Center at Pershing Auditorium.

WHEREAS, Ticketmaster and Ticket Center desire to enter into this Agreement which provides, among other things, authorization for Ticket Center to utilize the TM System to make tickets available to the general public for all Attractions (other than Ticket Center's own "Attractions" scheduled or presented by Ticket Center as defined in the Licensed User Agreement) in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

1. **Definitions.** As used in this Agreement, the following terms shall have the respective meanings indicated below unless the context otherwise requires:

(a) **Attraction:** A sporting event or other entertainment feature of any nature or description for which Tickets are sold, exclusive of any of Ticket Center's own "Attractions" as defined in the Licensed User Agreement.

(b) **Commission:** The amount of compensation to Ticket Center determined in accordance with Section 4(d) of this Agreement. Commissions shall be the only portion of the total revenues that the Ticket Center collects from the sale of Tickets that shall not be considered trust funds to be held for remittance to Ticketmaster.

(c) **Customer Convenience Charge:** The amount charged to a Ticket purchaser by Ticketmaster for the use of the TM System.

(d) **Equipment:** Those items of tangible personal property to be provided by Ticketmaster to Ticket Center pursuant to this Agreement.

(e) **Floor Space**: The floor space supplied in each Location to Ticketmaster by Ticket Center for the installation of the Equipment.

(f) **Location**: The business locations owned or controlled by Ticket Center as set forth in Exhibit A attached hereto and incorporated herein.

(g) **Location Employees**: The employees of Ticket Center at a particular Location.

(h) **Normal Business Hours**: The standard business hours of Ticket Center's Location(s) to sell Tickets as set forth in Exhibit A attached hereto and incorporated herein.

(i) **Payment Schedule**: The schedule as set forth in Exhibit B attached hereto and incorporated herein, which governs the remittance of the proceeds of sales of Tickets by Ticket Center to Ticketmaster.

(j) **TM System**: The equipment and procedures established and maintained by Ticketmaster for the purpose of selling, auditing and controlling sales of Tickets for Attractions.

(k) **Ticket**: A printed or other type of evidence of the right to occupy space at or participate in an Attraction, exclusive of tickets to Ticket Center's own "Attractions" as defined in the Licensed User Agreement.

## 2. **Ticketmaster's Obligations With Respect to Equipment and Software.**

(a) The Equipment shall consist of the "Hardware" supplied to Ticket Center under the Licensed User Agreement. With the exception of those costs paid by Ticket Center in accordance with the provisions of Section 3(a) hereof, Ticketmaster shall pay the cost of supplying, delivering and initially installing the Equipment at the Location.

(b) Ticketmaster shall provide supporting equipment at a central computer center at such location or locations as it shall deem necessary for the operation of the TM System which shall be connected by telephone lines to the Equipment at each of the Locations. The computer center equipment will be available and operate during the Normal Business Hours of each Location. Ticketmaster shall pay the cost of all telephone line connections between the central computer center and the Location and all telephone monthly costs with respect to the operation of the Equipment during the term hereof.

(c) Ticketmaster shall maintain the Equipment in good serviceable and operable condition. Maintenance and service costs shall be paid by Ticketmaster except as otherwise specified herein. Ticketmaster shall make prompt and reasonable effort to repair or correct any problems which render the Equipment inoperable. Notwithstanding anything to the contrary in the Licensed User Agreement, in the event of the malfunction or inoperability of the Equipment, Ticket Center's exclusive remedy shall be that Ticketmaster make the necessary repairs, corrections or replacements. Ticketmaster shall have full and free access to the Equipment during Normal Business Hours at the Location for the

purpose of making service or maintenance calls. NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY TO THE EQUIPMENT OR ANY SOFTWARE.

(d) Ticketmaster shall give Ticket Center notice via the TM System of the date on which Tickets for each Attraction will be available for sale, provided that the determination as to which Tickets, if any, shall be made available for sale by Ticket Center shall be in the sole discretion of Ticketmaster.

(e) In the event of a breach of this Agreement by Ticketmaster caused by the excessive malfunctioning or inoperability of the Equipment, any software, or the central computer center operated by Ticketmaster, or by the inability or failure of Ticketmaster to provide necessary maintenance service to keep the Equipment operating, the limit of any claim of loss by Ticket Center shall be no greater than the proven financial loss sustained because of such breach. In this connection, Ticket Center recognizes that the nature of the Equipment is such that problems rendering the Equipment inoperable are sometimes unavoidable. Occasional short-term interruptions of service shall not be cause for liability or a claim against Ticketmaster, nor shall such occasions render Ticketmaster in default of this Agreement. In no event shall Ticketmaster be liable for incidental, consequential or special damages for any breach of this Agreement.

### 3. **Ticket Center's Obligations with Respect to Equipment and Software.**

(a) Ticket Center shall supply Floor Space to Ticketmaster in the Location for the proper installation and operation of the Equipment and the TM System. Ticketmaster shall have the right to approve such Floor Space, which approval shall not be unreasonably withheld. Floor Space shall be wired for electricity and telephone services in accordance with the specifications of Ticketmaster, and Ticket Center shall pay the cost of providing and maintaining such services during the term hereof. Ticket Center shall equip the Location with suitable counter space, partitioning and/or other fixtures necessary to present an attractive and easily accessible Ticket sales area, and Ticket Center shall pay the cost of equipping and maintaining such Ticket sales area. Ticket Center shall have the right to relocate Floor Space upon giving written notice to Ticketmaster prior to such relocation.

(b) During the Normal Business Hours of the Location, Ticket Center shall staff the Ticket sales area at the Location with employees for the proper operation of the Equipment and the TM System. Ticketmaster shall train each Location Employee as to the operation and care of the Equipment, provide reasonable assistance in training new Location Employees and provide additional training to Location Employees, if necessary, due to changes in the Equipment or Ticketmaster's method of operation.

(c) Ticket Center shall make Tickets readily and easily accessible for sale to the general public during the Normal Business Hours of the Location. All sales of Tickets shall be made by Ticket Center to the general public only, and Ticket Center shall not utilize the TM System to obtain Tickets for the benefit of Ticket Center's employees, officers, agents, independent contractors, representatives or shareholders (other than as members of the general public).

(d) Ticket Center may sell Tickets only to customers physically present at the Location at the time of the ticket purchase transaction. Ticket Center may not accept any order for Tickets or effect sales of Tickets by telephone, facsimile, the Internet or any alternate mode of communication or to any person not physically present at the applicable Location at the time the transaction is completed.

(e) Ticket Center or any employee, agent, independent contractor or representative of Ticket Center shall not sell any Ticket for an Attraction in excess of the stated Ticket limit for such Attraction, engage in, participate in, or assist the practice known as scalping or brokering Tickets, provide Tickets through preferential sale, or provide inside information concerning Attractions.

(f) Ticket Center shall comply with all policies and procedures promulgated by Ticketmaster in relation to sales of Tickets at ticket centers.

(g) Ticket Center shall protect and keep the Equipment in good working condition. Ticket Center shall promptly notify Ticketmaster of any malfunction or damage to the Equipment or the TM System. In the event of damage to or malfunction of the Equipment caused by abuse, misuse or vandalism on the part of Ticket Center, its employees, officers, agents, independent contractors or representatives, Ticket Center shall be responsible for all costs of repairs or replacement.

(h) Ticket Center shall not encumber or cause or permit any liens to be placed on any item of Equipment. Ticket Center shall give Ticketmaster immediate notice of any attachment or other judicial process affecting any item of Equipment and shall advise Ticketmaster of the exact location of the Equipment.

(i) Neither Ticket Center nor its employees, officers, agents, independent contractors, or representatives shall alter, change, modify, copy, duplicate or add to the Equipment without the prior written consent of Ticketmaster. All alterations and improvements of whatsoever kind and nature shall belong to and become the property of Ticketmaster. Ticket Center acknowledges that the TM System and Equipment represent and contain certain proprietary and confidential data relating to the software and hardware configurations and the unique methods by which Ticketmaster utilizes the software and hardware to accomplish the overall results of the TM System, and Ticket Center agrees that nothing of a technical or proprietary and confidential nature will be copied, duplicated or disclosed to any person or entity by Ticket Center or its employees, officers, agents, independent contractors or representatives without the prior written consent of Ticketmaster. Ticket Center agrees that it will be responsible for any breach of the confidentiality obligations set forth herein by any employee, officer, agent, independent contractor or representative of Ticket Center. The expiration or termination of this Agreement by either party shall not terminate the continuing confidentiality obligations set forth herein.

(j) Ticket Center shall use the Equipment only for the purposes specified in this Agreement and the Licensed User Agreement and shall use and operate the Equipment in compliance with the laws of the jurisdiction governing the Location. Ticket Center shall not move the Equipment from the Location without the prior written consent of Ticketmaster.

(k) Ticket Center acknowledges and agrees that it has not, and by the execution hereof, it does not have or will not obtain any title to the Equipment or any property right or interest, legal or equitable, therein, except its interest as Ticket Center under this Agreement. The Equipment and the TM System shall at all times be and remain the sole and exclusive property of Ticketmaster. Ticketmaster may place labels or other identifying signs on each item of Equipment or other property of Ticketmaster in Ticket Center's possession. Ticket Center shall not remove, cover, alter or obliterate any such labels or signs.

(l) Upon termination of this Agreement, Ticketmaster shall have the right to immediately remove Ticket Center from the TM System. Upon such a termination, Ticket Center shall immediately return the Equipment to Ticketmaster or make the Equipment available to be easily retrieved by Ticketmaster. The Equipment shall be in as good condition as when received by Ticket Center, ordinary wear and tear alone excepted. If the Equipment is not returned or made available to be retrieved in such manner, Ticket Center hereby agrees that Ticketmaster may enter any premises wherein the Equipment is located, remove the same without being in violation of any trespassing or similar laws, and charge the cost thereof to Ticket Center.

#### 4. Accounting Procedure for Tickets

(a) Ticket Center agrees, as Ticketmaster's Ticket sales agent, to sell and deliver Tickets to all Attractions, collect the proceeds from such sales and remit all such proceeds collected to Ticketmaster in accordance with the provisions of this Agreement and the Payment Schedule set forth in Exhibit B hereto (the "Payment Schedule").

(b) Ticketmaster shall furnish Ticket Center with blank tickets as described in the Blank Ticket Stock Delivery Receipt in the form of Exhibit C attached hereto and incorporated herein, and executed by Ticketmaster and Ticket Center from time to time. Ticket Center shall be responsible for the security of the ticket stock and risk of loss of the ticket stock shall shift to Ticket Center upon the delivery of ticket stock to Ticket Center or Ticket Center's authorized representative, agent or employee. For all sales made through the TM System, Ticket Center shall use exclusively the ticket stock provided by Ticketmaster. Ticket Center shall make an accounting to Ticketmaster for all unused ticket stock upon Ticketmaster's request, and Ticketmaster shall have the right to inspect Ticket Center's inventory of ticket stock during the Normal Business Hours of each Location as Ticketmaster deems necessary; provided, however, the inspection shall not be conducted in a manner or during a time that unreasonably interrupts Ticket Center's sales of Tickets. Ticket Center shall return to Ticketmaster all Tickets which are returned to Ticket Center or voided on the TM System or are canceled, defaced, mutilated or otherwise rendered unsalable. Ticket Center shall be responsible for any and all damages arising out of or resulting from missing or unaccounted for Tickets, including, but not limited to, costs of ticket stock, printing, and the face value of any such Tickets if the face value is known, or \$20.00 per Ticket, if the face value is not known.

(c) Ticket Center shall, as Ticketmaster's Ticket sales agent, charge each Ticket purchaser the face value of the Ticket plus a Customer Convenience Charge, each as specified by Ticketmaster. Ticketmaster may change the amount of the Customer Convenience Charge from time to time by

giving Ticket Center notice thereof in writing or via the TM System, whereupon Ticket Center shall charge each Ticket purchaser such adjusted Customer Convenience Charge immediately upon such effective date. Ticket Center may not otherwise change the amount of the Customer Convenience Charge and may not assess any other charge against a Ticket purchaser.

(d) Ticket Center agrees that its sole compensation for producing, selling and accounting for the Tickets pursuant hereto shall be a Commission of twenty percent (25%) of the amount of the Customer Convenience Charge which is assessable on the Tickets purchased if such Tickets had been purchased with cash, irrespective of the actual purchase method for such Tickets (i.e., cash or credit cards to the extent permitted under the Agreement). Ticket Center's Commission may be deducted by it concurrently with the remittance by Ticket Center of Ticket proceeds to Ticketmaster in accordance with the terms of the Payment Schedule.

(e) Ticket Center shall accept only cash, American Express, MasterCard, Visa and Diner's Club (not checks or credit cards other than American Express, MasterCard, Visa or Diner's Club) in payment of Tickets for all Attractions. Notwithstanding the foregoing, Ticketmaster may authorize payment to be made by major credit cards with respect to any Attraction, on notice to the Ticket Center via the TM System. Ticket Center shall bear any loss occasioned by acceptance of checks or credit cards in violation of this provision. With respect to sales of Tickets by cash, the Customer Convenience Charge may be discounted by such uniform amounts per Ticket designated by Ticketmaster on notice to Ticket Center via the TM System.

(f) All receipts and proceeds from the sale of Tickets shall remain the property of Ticketmaster, shall be segregated from Ticket Center's other assets and shall be held in trust by Ticket Center on behalf of Ticketmaster. Ticket Center shall have no right, title or interest in or to the Ticket proceeds or receipts. Ticket Center shall deposit all proceeds twice weekly in an account to be designated by Ticketmaster, in accordance with the terms of the Payment Schedule. Ticket Center shall not use any receipts or proceeds from the sale of Tickets as its own property, or in the form of loans to itself, or as collateral for loans from third parties to itself or otherwise, and such funds shall not be subject to assignment or alienation by Ticket Center or to the claims of creditors of Ticket Center.

(g) Ticket Center acknowledges and agrees that its obligations to remit and pay to Ticketmaster all receipts or monies due from sold or unaccounted for Tickets, less the Commission, and the rights of Ticketmaster in and to such remittance and payment, shall be absolute and unconditional and shall not be subject to any abatement, reduction, setoff, defense, counterclaim or recoupment due or alleged to be due to, or by reason of, any past, present or future claims which Ticket Center may have against Ticketmaster, or against any person for any reason whatsoever, including, but not limited to, any claims under the Licensed User Agreement. Further, Ticket Center acknowledges and agrees that Ticketmaster may setoff and recoup monies owed to it under this Agreement from any monies owed to Ticket Center under the Licensed User Agreement.

(h) In the event of the cancellation, modification or postponement of an Attraction, Ticket Center shall refund Tickets through its Location in a manner and in an amount to be determined by

Ticketmaster. Ticket Center shall not be required to make refunds unless Ticketmaster notifies Ticket Center thereof in writing or via the TM System.

5. **Term.** The term of this Agreement shall commence on the date first above mentioned and shall end on the expiration or earlier termination of the Licensed User Agreement or any renewal thereof. This Agreement shall automatically be renewed for a term concurrent with any renewal of the Licensed User Agreement, without any action necessary to be taken by the parties hereto, unless either party notifies the other party, in writing, no less than sixty (60) days nor more than one hundred twenty (120) days prior to the expiration hereof, of such party's desire not to renew this Agreement.

6. **Exclusivity and Restrictive Covenants.**

(a) During the term of this Agreement, Ticket Center shall sell only Tickets made available to it on the TM System, and no other tickets of any kind, except box office tickets to attractions held at the Location, as permitted under the Licensed User Agreement.

(b) During the term of this Agreement, Ticket Center, any affiliate of Ticket Center, or any corporation, firm, partnership, company or entity which Ticket Center controls or is controlled by, or is under common control with Ticket Center shall not compete in any manner whatsoever, directly or indirectly, with Ticketmaster or with any parent, subsidiary or affiliate of Ticketmaster with respect to the TM System or the ticketing industry.

(c) In the event that Ticketmaster or Ticket Center shall cease to do business, transfer control of its business to a third party, or sell all or substantially all of its stock, equity or assets to a third party, this Agreement may be terminated by Ticketmaster upon full and complete settlement of all obligations between the parties hereto.

7. **Representations and Warranties.**

(a) Each party represents and warrants to the other that:

(i) It is duly organized and in good standing under the laws of the state indicated as its state of organization in the first paragraph of this Agreement and has adequate power to enter into and perform this Agreement;

(ii) This Agreement has been duly authorized, executed and delivered on behalf of such party and constitutes the legal, valid, and binding agreement of such party, enforceable in accordance with its terms; and

(iii) The entering into and performance of this Agreement will not violate any judgment, order, law, regulation or agreement applicable to such party or any provision of such party's charter or bylaws, or result in any breach of, constitute a default under, or result in the creation of, any lien, charge, security interest or other encumbrance upon any assets of such party (or, in the case of

Ticket Center, result in any such encumbrance upon the Equipment), pursuant to any instrument to which such party is a party or by which it or its assets may be bound.

(b) Ticket Center represents and warrants to Ticketmaster that Ticket Center is a facility owned by The City of Lincoln, Nebraska.

The representations and warranties contained in this Section 7 shall be deemed "material" as such term is used in Section 8, for all purposes related to this Agreement.

8. **Event of Default.**

(a) The occurrence of any of the following events, continued for ten (10) days after receipt by the defaulting party of written notice thereof and the defaulting party's failure to cure the same shall, at the non-defaulting party's option, constitute an Event of Default hereunder:

(i) the nonpayment by either party of any sums required to be paid or remitted to the other party hereunder:

(ii) the default of either party under any material term, covenant or condition of this Agreement, or the breach by either party of any material representation or warranty contained herein (other than those terms, covenants and conditions set forth in Sections 3(d), 3(e), 4(a), 4(e), 4(f), 4(g) and 4(h)); and

(iii) any assignment or encumbrance by Ticket Center of any interest in this Agreement, or any affirmative act of insolvency by either party, whether voluntary or involuntary, or the filing by either party, or any third person against either party, of any petition or action under any bankruptcy, reorganization, insolvency or moratorium law or any other law or laws for the relief of, or relating to, debtors; provided, however, that no such act shall constitute an Event of Default unless and until such party shall be unable to meet its obligations to the other party under the terms of this Agreement or the Licensed User Agreement.

(b) Ticket Center's breach of any term, covenant or conditions as set forth in Section 3(d), 3(e), 4(a), 4(e), 4(f) or 4(g) shall, at Ticketmaster's option, constitute an immediate Event of Default hereunder, and Ticketmaster shall not be required to give written notice to Ticket Center of an opportunity to cure such Event of Default.

(c) Upon an Event of Default by Ticketmaster, Ticketmaster shall, without demand, forthwith pay to Ticket Center all amounts due and owing pursuant hereto, and Ticket Center may:

- (i) require Ticketmaster to remove all Equipment from the locations;
- (ii) terminate this Agreement.



(d) Upon an ordinary or immediate Event of Default by Ticket Center, Ticket Center shall, without demand, forthwith pay to Ticketmaster all amounts due and owing pursuant hereto and Ticket Center authorizes Ticketmaster to set-off any amounts owed to Ticketmaster hereunder against any amounts held by Ticketmaster on behalf of Ticket Center, and Ticketmaster may:

(i) terminate Ticket Center's right to access and use the TM System and take immediate possession of the Equipment wherever the same may be located without demand, notice or court order; and

(ii) terminate this Agreement.

(e) No remedy referred to in this Section 8 or the Licensed User Agreement is intended to be exclusive, but each shall be cumulative and in addition to any other remedy herein or otherwise available at law or in equity, each and all of which are subject to the limitation contained in Section 2(e) above.

#### 9. Insurance.

(a) At all times during the term hereof, Ticket Center shall, at its own expense, provide and maintain such insurance in such forms and amounts as is required under the Licensed User Agreement.

(b) Ticket Center shall, in the event of loss, damage, theft or destruction of Equipment covered by insurance pursuant to the terms of this Section 9, promptly remit to Ticketmaster all proceeds received on account thereof. In the event that such loss, damage, theft or destruction of Equipment is not covered by insurance pursuant to the terms of this Section 9, or to the extent of any deficiency in such insurance coverage, Ticket Center shall bear the risk of loss, damage, theft or destruction of such Equipment.

#### 10. Advertising.

(a) Ticket Center agrees to permit Ticketmaster to use Ticket Center's business name, logo and symbol and/or the business names of the Location in any advertising or promotional materials which Ticketmaster may do to help promote Ticket sales at such Location.

(b) Ticketmaster shall have the right to advertise or to sell advertising to be placed on Tickets and/or Ticket envelopes. Ticketmaster shall receive the income derived from such advertising, and Ticket Center shall have no claim or interest in such income.

(c) During the term hereof, Ticket Center shall use its reasonable commercial efforts to promote Ticketmaster and to place advertisements in various forms of media (including, without limitation, television, print, radio, and direct mail) advertising the availability of Tickets via the TM System at the Location. In all advertisements placed by Ticket Center or on its behalf, Ticket Center shall ensure that the name "Ticketmaster" and the logo of Ticketmaster then in use are prominently displayed.

(d) Upon consultation with Ticket Center, Ticketmaster shall be entitled to install at the Location signs, posters, displays and point-of-sale materials identifying the Location as a Ticketmaster Ticket Center. Such signs, posters, displays and point-of-sale materials shall be consistent with Ticketmaster's standards and with the design and architecture of the Location.

11. **Indemnity.**

(a) Ticket Center shall indemnify Ticketmaster and its successors, assigns, officers, directors, employees and agents (collectively, for purposes of this Section 11, "Ticketmaster's Indemnitees") against, and hold Ticketmaster's Indemnitees harmless from, any and all claims, actions, damages, expenses (including court costs and reasonable attorneys' fees and costs), obligations, losses, liabilities and liens imposed on, incurred by, or asserted against, Ticketmaster's Indemnitees occurring as a result of, or in connection with: (i) any Event of Default under this Agreement by Ticket Center; or (ii) Ticket Center's use of the TM System or possession and use of the Equipment; except to the extent that any such claim shall relate to Ticketmaster's negligence or willful misconduct with respect thereto.

(b) Ticketmaster shall indemnify Ticket Center and its successors, assigns, officers, directors, employees and agents (collectively, for purposes of this Section 11, "Ticket Center's Indemnitees") against, and hold Ticket Center's Indemnitees harmless from, any and all claims, actions, damages, expenses (including court costs and reasonable attorneys' fees and costs), obligations, losses, liabilities and liens imposed on, incurred by, or asserted against Ticket Center's Indemnitees occurring as a result of, or in connection with: (i) any Event of Default under this Agreement by Ticketmaster; or (ii) any alleged patent, trademark or copyright infringement asserted against Ticket Center's Indemnitees with respect to Ticket Center's use of the TM System; except to the extent that any such claim shall relate to Ticket Center's negligence or willful misconduct with respect thereto.

12. **No Joint Venture.** The relationship of Ticketmaster and Ticket Center hereunder shall in no way be construed to create a joint venture or partnership, or to constitute Ticketmaster or Ticket Center as an agent or employee of the other for any purpose whatsoever other than as set forth herein.

13. **Assignment and Sublease; Transfer; Insurance of Corporate Shares.** The provisions of Section 19 of the Licensed User Agreement are hereby incorporated herein as if fully set forth in this Agreement.

14. **Miscellaneous.**

(a) **General.** The provisions of Section 23 of the Licensed User Agreement are hereby incorporated herein as if fully set forth in this Agreement.

(b) **Suspension.** The obligations of the parties hereunder shall be suspended or, if applicable, of no further force or effect, to the extent that they are hindered or prevented from complying therewith because of labor disturbances, including strikes and lockouts, acts of God, fires, storms, accidents, failure of the manufacturer to deliver any unit of Equipment, shortage of parts for

the repair and maintenance of the Equipment, governmental regulations or interference or any cause whatsoever not within the sole control of the party who is unable to perform.

(c) **No Representations Regarding Attractions.** Ticketmaster does not, by the execution of this Agreement and the delivery of the Equipment and Tickets, make any representations or warranties of any kind whatsoever with respect to the number and/or the nature of Attractions for which Tickets are or will be sold through the TM System.

(d) **Representations Regarding Authority.** Ticket Center hereby represents and warrants to Ticketmaster that Ticket Center has all requisite authority and has taken all requisite action to execute and perform this Agreement, that the execution and performance of this Agreement by Ticket Center will not (with or without the giving of notice or the passage of time) conflict with, violate or breach any law, statute, rule or regulation, Ticket Center's governing instruments or any agreement or contract to which Ticket Center is a party or by which it or its assets are bound.

IN WITNESS WHEREOF, Ticketmaster and Ticket Center have caused this Agreement to be duly executed, all as of the date first above written.

TICKETMASTER L.L.C.,  
a Delaware limited liability company

By: 

Title: 

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PERSHING AUDITORIUM  
a municipal corporation

By: 

Title: EXECUTIVE DIRECTOR

Address: \_\_\_\_\_

PERSHING AUDITORIUM

226 CENTENNIAL MALL SOUTH  
LINCOLN, NEBRASKA 68508

**EXHIBIT A**

**DESCRIPTION OF LOCATIONS**

Location No. 1

Name of Business: Pershing Auditorium

Address: 226 Centennial Mall South, Lincoln, Ne. 68501

Normal Business Hours: \_\_\_\_\_

\_\_\_\_\_

**EXHIBIT B**

**PAYMENT SCHEDULE**

1. Ticket Center shall make a daily accounting for Ticket sales and unaccounted for Tickets based on computer, cash and related sales reports for each Location. During the term of this Agreement, Ticket Center shall remit to and pay Ticketmaster in cash the aggregate amount for all Ticket sales, plus the Customer Convenience Charge for all such Ticket sales pursuant to Section 4(c), plus the aggregate amount due for unaccounted for Tickets calculated pursuant to Section 4(b), less the amount which Ticket Center is entitled to deduct pursuant to Section 4(d), on the due dates as follows:

(a) On Tuesday of each week, Ticket Center shall remit to and pay Ticketmaster for sales generated on Thursday, Friday, Saturday and Sunday of the preceding week.

(b) On Friday of each week, Ticket Center shall pay Ticketmaster for sales generated on Monday, Tuesday and Wednesday of that same week.

2. Notwithstanding anything to the contrary above, in the event that Ticket Center is holding the sum of \$ 25,000.00 dollars or more in Ticket receipts at all Locations, it shall immediately wire transfer all its Ticket receipts to Ticketmaster no later than the next business day.

3. Remittances by Ticket Center are to be made to Ticketmaster agency account number 79-50321800 at Wells Fargo Bank by 11:00 a.m. in accordance with Paragraph 1 above.

EXHIBIT C

BLANK TICKET STOCK DELIVERY RECEIPT

Delivered to: \_\_\_\_\_ Location: \_\_\_\_\_

Delivered by: \_\_\_\_\_ Date: \_\_\_\_\_

Received by: \_\_\_\_\_

Control Numbers:	From _____	To _____
	From _____	To _____
	From _____	To _____
	From _____	To _____
	From _____	To _____

Total Number of Tickets: \_\_\_\_\_

# ***ticketmaster***

## **AMENDMENT TO LICENSED USER AGREEMENT**

THIS AMENDMENT TO LICENSED USER AGREEMENT ("Amendment") is made and entered into as of April 1, 2003 ("Effective Date") by and between Ticketmaster L.L.C., a Delaware limited liability company ("Ticketmaster"), and Pershing Auditorium, a Nebraska corporation ("Principal"). The parties make reference to the following facts:

A. Ticketmaster and Principal are parties to that certain Licensed User Agreement dated as of January 1, 2001 (the "Agreement") whereby Ticketmaster has provided certain ticketing software and services to Principal, all upon the terms and conditions set forth in the Agreement.

B. Principal desires to obtain new products from Ticketmaster and to amend the Agreement in certain respects all as further described below and on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

1. **Definitions.** All defined terms used and not otherwise defined herein shall have the meanings set forth for them in the Agreement.

(a) "AccessManager Hardware" means the computer hardware and communications equipment (e.g. the Scanners necessary to provide the Ticketmaster AccessManager System at the Facility) Hardware described in Exhibit A hereto. Unless specifically provided otherwise herein, the term "Hardware" as used in the Agreement shall be deemed to include the AccessManager Hardware.

(b) "AccessManager Software" means Ticketmaster's proprietary integrated event ticketing bar code and other access control software commonly known as Ticketmaster AccessManager™ that is designed to interface with the TM System. Unless specifically provided otherwise herein, the term "Software" as used in the Agreement shall be deemed to include the AccessManager Software.

(e) "Ticketmaster AccessManager System" means Ticketmaster's procedures, personnel, and repair and maintenance services related to the AccessManager Software which, in the aggregate, comprise an integrated event ticketing access system commonly known as Ticketmaster AccessManager™



designed to interface with the TM System, to facilitate certain reporting systems and to provide various enhanced services to the patron admissions process through the use of bar codes or other media printed on Tickets. Unless specifically provided otherwise herein, the term "TM System" as used in the Agreement shall be deemed to include the Ticketmaster AccessManager System.

2. **License.** Ticketmaster owns the AccessManager Software and shall own any and all releases of subsequent versions, upgrades and modifications. Ticketmaster hereby grants to Principal a non-exclusive right and license to use the AccessManager Software in the Ticketmaster AccessManager System and all releases of subsequent versions of the AccessManager Software for Principal's use solely in connection with Attractions held at the Facility, upon the terms and conditions set forth herein.

3. **Ticketmaster AccessManager™ Access.** Principal agrees to utilize and make available to the public at all times throughout the Term of this Agreement the Ticketmaster AccessManager System at designated doors at the Facility.

4. **Fees and Costs.** The costs and fees with respect to the installation and licensing of the AccessManager Software and Ticketmaster AccessManager System and the costs and fees for the installation and use of the AccessManager Hardware are set forth in Exhibit A attached to the Agreement. Payment due dates, if applicable, are also set forth in such Exhibit A.

5. **Installation and Training.** Ticketmaster shall assist Principal in the installation of the AccessManager Hardware and the initial training of Principal's personnel on use of the Ticketmaster AccessManager System. Principal agrees to provide at its cost all wiring necessary to connect the Access Point Units to the Network Server and all power necessary to operate the Access Point Units and the Network Server. Principal may purchase additional AccessManager Hardware or subsequent upgrades or modifications to the AccessManager Hardware at Ticketmaster's purchase prices then in effect.

6. **Use of the Ticketmaster AccessManager System.** The Ticketmaster AccessManager System and all related materials may only be used by Principal in connection with the existing TM System and for the purposes stated herein and may not be utilized with any other third-party computers or system or for any other purpose or by or for any other person or entity. The Ticketmaster AccessManager System may be utilized only in connection with the Facility without the prior written consent of Ticketmaster. None of Principal, its employees, agents, servants or representatives, shall alter, modify, copy or add to the AccessManager Hardware or AccessManager Software without the prior written consent of Ticketmaster.

7. **Maintenance and Repairs; Warranty.** Ticketmaster agrees to provide ordinary and routine maintenance and repair of the AccessManager Software and the AccessManager Hardware at the prices set forth in Exhibit A attached hereto. Notwithstanding the above, ordinary and routine maintenance or repair shall not include repair necessitated by the negligence or willful misconduct of Principal, its employees, agents or representatives (which shall include, but not be limited to, improper handling or storage of the AccessManager Hardware) nor shall ordinary and routine maintenance and repair include replacement of batteries. In the event of any breakdown or malfunction in the operation of the AccessManager Hardware, or difficulties encountered in connection with access to the AccessManager Software, Principal agrees to promptly notify Ticketmaster of any such malfunction to assist Ticketmaster in performing its obligations hereunder.

8. **Signage and Advertising.**

(a) **Advertising:** Principal may, during the Term hereof, provide and place advertisements in any form of media which Principal shall desire to promote the availability of the Ticketmaster AccessManager System and **ticketFast™** technology (except on websites or other media operated by, or on behalf of, third-party ticketing companies); provided, however, that in the event Principal shall place any such advertisements, it shall cause Ticketmaster's name and logo, including specifically the **ticketFast™** logo, to be displayed in all such advertisements (except Principal shall not be required to do so in any 1/8 – 1/4 vertical column print advertisements) in accordance with Ticketmaster's Client Style Guide, as it may be updated from time to time. A current copy is available online at [crc.ticketmaster.com](http://crc.ticketmaster.com).

9. **Conflicting Terms; Binding Agreement.** In the event a conflict arises between this Amendment and the terms and conditions of the Agreement, the terms and conditions of this Amendment shall control. Except as specifically set forth herein to the contrary, all of the terms and conditions of the Agreement and any addenda thereto are in full force and effect, shall continue in full force and

effect throughout the term and are hereby ratified and confirmed by the parties.

IN WITNESS WHEREOF, Ticketmaster and Principal have caused this Amendment to be duly executed as of the date first written above.

TICKETMASTER L.L.C.,  
a Delaware limited liability company

Pershing Auditorium,  
a Nebraska corporation

By: MDW

By: Thomas E. Ewing

Its: CVP

Its: General Manager

## EXHIBIT A

### **ACCESS MANAGER HARDWARE AND FEE SCHEDULE**

#### AccessManager Hardware

<u>Quantity</u>	<u>Description</u>	<u>Value</u>
Up to 8	Scanners	\$1,495.00 per unit
Up to 2	Access Point Units	\$ 890.00 per unit
1	Network Server	\$4,500.00
	Additional Miscellaneous Equipment (antennas, repeaters, etc.)	\$ n/a
	Total Value AccessManager Hardware	\$18,240.00

#### Installation, Training, License and Maintenance Fees

System Installation/Training	10% of Hardware costs	\$1,824.00 (waived)	
Annual Software License Fee		\$10,000.00 year (waived)	per
Annual Maintenance Fee		\$1,824.00 year (waived)	per

THIS LICENSED USER AGREEMENT ("Agreement") is made and entered into as of January 1, 2001, by and between Ticketmaster L.L.C., a Delaware limited liability company ("Ticketmaster"), and Pershing Auditorium, a municipal corporation, ("Principal").

**W I T N E S S E T H :**

In consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

1. **Definitions.** As used in this Agreement, the following terms shall have the respective meanings indicated below unless the context otherwise requires:

(a) **Attraction:** A sporting, entertainment or other act or event of any kind or nature whatsoever to be held at the Facility.

(b) **Customer Convenience Charge:** The amount charged to a Ticket purchaser by Ticketmaster for the use of the TM System.

(c) **Facility:** Pershing Municipal Auditorium, located in Lincoln, Nebraska and any other venue or location at which Principal schedules or presents a sporting event or other entertainment feature in respect of which Principal has authority to sell Tickets to the public.

(d) **Facility Box Office:** The Ticket locations at the Facility which are operated by Principal.

(e) **Hardware:** All of that certain computer hardware, communications equipment, terminals and hook-ups listed with particularity on Exhibit 1, which is attached hereto and incorporated herein by this reference, or otherwise supplied by Ticketmaster to Principal at any time during the term of this Agreement.

(f) **Inside Charges:** The amount charged to Principal by Ticketmaster for services rendered by Ticketmaster under this Agreement.

(g) **Outlet:** A retail Ticket selling agency where Tickets for an Attraction are made available through the TM System and are offered for sale to the public.

(h) **Software:** All the computer software, including all upgrades, new releases, new versions and modifications thereto during the term of this Agreement, which Principal shall have access to in connection with the sale of Tickets through the TM System.

(i) **Telephone Sales:** All sales of Tickets through the TM System by telephone, IVR, computer, television, and similar means, including, but not limited to, the Internet.

(j) **TM System**: The Hardware, Software, related procedures and personnel, and repair and maintenance services established and maintained by Ticketmaster and its affiliates for the purpose of selling, auditing and controlling the sale of Tickets for Attractions including, but not limited to, at Outlets and through Telephone Sales.

(k) **Ticket**: A printed or other type of evidence of the right to occupy space at or to attend an Attraction.

(l) **Ticket Receipts**: The face value of a Ticket less the applicable Inside Charge.

2. **Term of Agreement**. The initial term of this Agreement shall begin on the date hereof and shall continue through the fifth (5<sup>th</sup>) anniversary hereof. Thereafter, the term of this Agreement shall automatically be renewed for successive three (3) year periods unless either party hereto notifies the other party in writing, not less than ninety (90) nor more than one hundred and twenty (120) days prior to the end of the initial term or the then current renewal term, of its intention not to renew this Agreement.

3. **Compensation**. In consideration for the license by Ticketmaster of the Hardware and Software to Principal and Ticketmaster's continuing services to be performed in connection herewith, Ticketmaster shall be entitled to receive the following fees and compensation:

(a) **Inside Charges**: Ticketmaster shall assess and be entitled to receive from gross Ticket proceeds collected by it as an agent of Principal an Inside Charge on all Tickets sold or printed through the TM System. Such Inside Charge shall be equal to \$0 per Ticket for each Ticket sold at an Outlet and \$0 per Ticket for each Ticket sold by Telephone Sales. The Inside Charge shall be \$0.05 for each other Ticket (other than complimentary Tickets) printed by or on behalf of Principal and \$0 for each complimentary Ticket printed by on or behalf of Principal. The amount of Inside Charges owed by Principal to Ticketmaster shall be deducted from Ticket revenues in the manner provided in Section 14 hereof.

(b) **Customer Convenience Charge**: A per Ticket Customer Convenience Charge payable to Ticketmaster will be assessed against purchasers of Tickets at all Outlets and through Telephone Sales. Principal consents to the imposition of the Customer Convenience Charge on all Ticket sales to purchasers at Outlets and on Telephone Sales. The amount of the Customer Convenience charge, as of January 1, 2001 shall be:

<b><u>Type of Attraction</u></b>	<b><u>Outlets</u></b>	<b><u>Telephone Sales</u></b>
(i) Family Shows/Amateur Sports	\$2.25	\$2.75
(ii) Concerts/Special Attractions	\$3.50	\$4.25
(iii) Ringling/Disney	National Agreement	National Agreement

Ticketmaster shall be entitled to automatically increase the Customer Convenience Charge by an amount not to exceed \$0.25 per Ticket annually commencing on January 1, 2002 with respect to Tickets listed in subsections (ii) above. Ticketmaster shall be entitled to automatically increase the Customer Convenience Charge, with respect to Tickets listed in subsection (i) above, by an amount not to exceed \$0.25 commencing on January 1, 2002 and following every other year thereafter (i.e. January 1, 2004, 2006, etc...).

(c) **Credit Card Sales:** Principal hereby authorizes Ticketmaster to accept American Express, MasterCard, Visa, Discover and Diner's Club charges (and any other credit card which may hereafter be approved by Ticketmaster) in connection with sales of Tickets through the TM System. Ticketmaster agrees to absorb the credit card company charge relative to the Customer Convenience Charge, and Principal agrees to absorb the credit card company charge relative to the face value of Tickets sold by Telephone Sales using such credit cards, in an amount equal to 2.5% of the face value of all Tickets sold by such credit cards. All such rates are subject to automatic increase due to increases to the interbank rates. Ticketmaster reserves the right to bill Principal for any credit card chargeback incurred with respect to any Attraction. Payment is due in full immediately upon receipt of such billing.

(d) **Handling Charge:** Ticketmaster shall be entitled to assess and receive a handling charge in the amount of \$2.50 per order ("Handling Charge") from each consumer ordering Tickets through Telephone Sales. The Handling Charge may be increased from time to time consistent with Ticketmaster's handling charge for similar facilities and is subject to automatic increase equal to any increase (rounded up to the nearest \$0.05) to the postal service rates. Principal hereby agrees to the imposition of the Handling Charge.

Principal shall be entitled to receive 100% of the Handling Charge above for each Telephone Sales order Printed by Principal and that is picked up at the Facility Box Office as will call, provided that Ticketmaster receives, and does not refund, a per Telephone Sales order fee. It is agreed and understood by both parties that will call will be defined as orders placed within 10 days of an Attraction.

(e) **Principal's Royalties.**

(i) Principal shall be entitled to receive Ticket sales royalties (collectively, "Royalties") from Ticketmaster in the amount of \$0.40 per Ticket for each Ticket sold by Ticketmaster at an Outlet for which Ticketmaster receives, and does not refund, a Customer Convenience Charge of \$3.50. For each \$0.25 per Ticket increase to the Outlet Customer Convenience Charge, Principal shall be entitled to receive an additional \$0.0625 (i.e. 25%) per Ticket Royalty.

(ii) Principal shall be entitled to receive Royalties from Ticketmaster in the amount of \$0.60 per Ticket for each Ticket sold by Ticketmaster through its Telephone Sales network for which Ticketmaster receives, and does not refund, a Customer Convenience Charge of \$4.25. For each \$0.25 per Ticket increase to the Telephone Sales Customer Convenience Charge, Principal shall be entitled to receive an additional \$0.10 (i.e. 40%) per Ticket Royalty.

(f) **Advertising Allowance.** Ticketmaster will provide Principal with an advertising allowance during each contract year of the term of this Agreement to be used for advertisements for Attractions, promotions, and/or signage mutually designated by Ticketmaster and Principal. The amount of the advertising allowance shall be as follows: contract year 1: \$5,000.00, contract year 2: \$4,000.00, contract year 3: \$4,000.00, contract year 4: \$4,000.00, contract year 5: \$4,000.00. Said allowance shall be paid within 30 days of the mutual designation of advertising allowance funds by Ticketmaster and Principal, in a given contract year. Each of the advertisements, promotions and/or signage to be placed or implemented using advertising allowances specified herein shall feature and highlight the Ticketmaster logo, Outlets, charge-by-phone number and Internet address (Ticketmaster.com), as well as wording designated by Ticketmaster. In the event that Ticketmaster designates a sponsor, each of the advertisements, promotions and/or signage to be placed or implemented shall include sponsor's logo. The full content and/or proof of each advertisement and sign must be furnished by Principal to Ticketmaster for approval prior to its publication or display, as applicable. Principal shall furnish Ticketmaster with copies of the actual invoices, receipts or other appropriate documentation covering the costs expended by Principal in placing or implementing such advertisements, promotions and/or signage.

#### 4. **Exclusive Rights.**

(a) Principal hereby grants to Ticketmaster, and Ticketmaster accepts from Principal, the exclusive right during the term of this Agreement to sell, as Principal's agent, all Tickets for any Attraction made available to the public, via any and all means and methods, including, but not limited to, Telephone Sales and Outlet sales utilizing the TM System. Principal retains the right to sell single Tickets from the Facility Box Office. Notwithstanding the above, Principal shall not directly or indirectly (i) use, authorize or permit the use of the equipment or services of any computerized or Internet ticketing company or system other than Ticketmaster in connection with the sale of Tickets at the Facility Box Office or otherwise, or (ii) sell Tickets to any person who Principal believes (or has a reasonable basis to believe) will sell such Tickets using the equipment or services of any computerized or Internet ticketing company or system other than Ticketmaster.

(b) It is agreed and understood that neither Ticketmaster nor Principal guarantees or will guarantee that any minimum or fixed number of Tickets will be sold through the TM System for any Attraction.

(c) Principal shall not directly or indirectly authorize or permit any Tickets for any Attraction which are retained, purchased, controlled or otherwise acquired or obtained by any person controlling or participating in an Attraction, including, without limitation, its promoter, sponsor and the act or event itself, as appropriate, or any of their affiliates to be sold or distributed in any way and for any purpose using the equipment or services of any computerized or Internet ticketing company or system other than Ticketmaster.

(d) The use of the terms "sale", "sell" and any derivations thereof in this Agreement shall include any distribution, whether or not for consideration, by any means or method (including without limitation, on the Internet or by auction) and shall include resales.



5. **Central Computer Facility; Conduct of Telephone Sales.** Ticketmaster shall, at its sole expense, maintain a central computer facility at such location(s) as it shall deem necessary for the operation of the TM System. The central computer facility will be in operation 16 hours a day during each and every day of the year, and will be adequately staffed to perform all ongoing licensed user assistance, maintenance and repair services required to be performed by Ticketmaster under this Agreement. In addition to the foregoing, Ticketmaster also agrees to provide telephone Ticket sales services on behalf of Principal with respect to Attractions and, in that regard, shall receive telephone calls for Ticket sales between the hours of 9:00 a.m. and 9:00 p.m. C.S.T. Monday through Friday, between the hours of 9:00 a.m. and 7:00 p.m. C.S.T. on Saturday and between the hours of 12:00 p.m. and 6 p.m. on Sunday, except on Christmas Day, and except for shortened hours on certain other holidays. Such telephone service will be adequately staffed to perform ongoing licensed user assistance with respect to Ticket sales.

6. **Installation, Maintenance and Repairs.**

(a) Following the execution of this Agreement, Ticketmaster shall proceed with due diligence to install the Hardware and to provide Principal with on-line access to the Software to facilitate Ticket sales on behalf of Principal in a manner compatible with the objectives of this Agreement and with due consideration of the needs of Principal. Any additional Hardware or Software or upgrades thereto beyond that described in Exhibit 1 attached hereto shall be provided to Principal at Ticketmaster's then current rates. The installation costs with respect to the Hardware, the cost of all telephone line connections between the central computer facility and the Facility, and all monthly telephone line costs with respect to the operation of the TM System between the Facility and the central computer facility, shall be borne solely by Ticketmaster. Ticketmaster agrees to provide ordinary and routine maintenance and repair of the TM System at the Facility at no additional cost to Principal, provided that such maintenance or repair is not necessitated by the negligence of Principal, its employees, agents or representatives. Ticketmaster represents and warrants that adequate service and repair personnel on duty at the central computer facility will be available to meet the reasonably anticipated service needs of Principal from time to time. In the event of any breakdown or malfunction in the operation of the Hardware, or difficulties encountered in connection with access to the Software, Principal agrees to promptly notify Ticketmaster of any such malfunction to assist Ticketmaster in performing its obligations hereunder. In the event of any emergency, Ticketmaster further agrees to respond to such emergency as quickly as possible to provide Principal with repair services.

(b) Nondurable operational supplies which are used at the Facility in connection with the operation of the TM System, consisting of line printer paper and printer toner and ribbons, shall be paid for by Principal, and Principal shall be responsible for maintaining adequate supplies thereof to assure continuous operations at the Facility.

7. **Limitation of Liability.** In the event of any breach of this Agreement by Ticketmaster which may be caused by the malfunction of the Hardware or Software or by Ticketmaster's failure to provide required maintenance service and to keep the TM System in operating condition, the limit of any claim of loss by Principal shall be no greater than the proven financial loss sustained by virtue of such breach. In no event shall Ticketmaster be liable for incidental or consequential damages for any breach of this Agreement. Neither occasional short-term interruptions of service which are not unreasonable under comparable industry standards nor interruptions of service resulting from events or circumstances beyond

Ticketmaster's reasonable control shall be cause for any liability or claim against Ticketmaster hereunder, nor shall any such occasion render Ticketmaster in default under this Agreement.

8. **Training of Facility Box Office Employees.** Principal shall staff the Facility Box Office at the Facility with its employees for the proper operation of the TM System for Ticket sales made through the Facility. Ticketmaster shall provide training to Principal at no additional charge for training Principal's employees who shall be reasonably necessary for the initial staffing of the Facility Box Office and for operation of the TM System at the Facility. Ticketmaster shall also provide additional training at its cost to other employees of Principal to the extent such training is necessary as a consequence of changes in, or a modification of, the Hardware or Software or in Ticketmaster's method of operation.

9. **Facility Box Office Ticket Pick-Up.** At all times during the term of this Agreement, Principal shall maintain a designated Facility Box Office location for the pick-up of Tickets purchased through Telephone Sales. The pick-up location shall be open during the normal hours of operation of the Facility Box Office.

10. **Principal's Representative.** During the term of this Agreement, Principal shall designate in writing to Ticketmaster an individual who will serve as Principal's representative with respect to the resolution of disputes which may arise in connection with the administration of this Agreement. Principal initially designates Douglas Kuhnel as Principal's representative in such capacity.

11. **Audit of Sales.** At all times during the term of this Agreement, (i) Principal shall have the right at its own expense to audit Ticket sales for Attractions at Outlets and through Telephone Sales made by Ticketmaster to assure its compliance with the terms of this Agreement, and (ii) Ticketmaster shall have the right at its own expense to audit Ticket sales for Attractions made by Principal and by others (including, without limitation, the promoter and sponsor of any Attraction and the act or event itself) to assure compliance with the terms of this Agreement.

12. **Attraction Set-Up.** In order to effectively utilize Ticketmaster's distribution technologies, within a reasonable time before (but in no event less than the time period described below) the scheduled on-sale date of Tickets for each Attraction (the "On-Sale Date"), Principal shall furnish Ticketmaster with all necessary information with respect to the proposed arrangement of the Facility for such Attraction, including, without limitation, seating layout, Ticket structure, discounts permissible, Ticket header information, color logos, entry information, vision and hearing information, wheelchair and other accessible seating information and such other information as is necessary for the proper sale of Tickets at the Facility Box Office, at all Outlets and by Telephone Sales (collectively, the "Set-Up Information"). Included in the Set-Up Information shall be Principal's prepared disclaimer respecting refund, the purchaser's assumption of risk of injury, and such other relevant information as Principal shall deem necessary or appropriate. The Set-Up Information must be provided by Principal to Ticketmaster at least five (5) business days prior to the On-Sale Date for new on-sales and for new seating charts at any Facility. The Set-Up Information must be provided by Principal to Ticketmaster at least two (2) business days prior to the On-Sale Date for new Attractions which utilize seating charts then existing in the TM System. Notwithstanding anything contained herein to the contrary, Ticketmaster shall have no responsibility and Principal shall indemnify and hold Ticketmaster harmless from and against any and all liabilities, claims, expenses (including court costs and

reasonable attorneys' fees) or causes of action resulting from the inaccuracy of any Set-Up Information furnished by Principal pursuant hereto.

13. **Ticket Stock; Advertising.**

(a) **Tickets Sold at the Facility Box Office:** Principal agrees to supply, at its expense, all blank Ticket stock sold or printed at the Facility Box Office and shall have the right to sell advertising on such Ticket stock; provided, however, that Ticketmaster agrees to provide Ticket stock to Principal, at Ticketmaster's expense, in the event that Principal allows Ticketmaster to sell advertising with respect to all of such Ticket stock. Principal shall be responsible for the security of Ticket stock in its possession and risk of loss of Ticket stock shall shift to Principal upon the delivery thereof to Principal or Principal's authorized representative, agent or employee.

(b) **Tickets Sold Through Ticketmaster:** Principal hereby grants to Ticketmaster the right, in Ticketmaster's sole discretion, to advertise Attractions and the availability of Tickets at the Facility Box Office, at all Outlets and through Telephone Sales and, in connection therewith, to use the name and logo of Principal, the Attraction, the Facility and all other information respecting the Attraction. Ticketmaster, in its sole discretion, may promote and advertise on its own behalf, or on behalf of Principal or others, on all applicable Hardware and on all Tickets sold through the TM System at all Outlets and through Telephone Sales. Principal may, during the term hereof, provide and place advertisements in any form of media which Principal shall desire to promote the availability of Tickets; provided, however, that in the event Principal shall place any such advertisements it shall use its best efforts to cause the corporate name, logo, charge-by-phone number and Internet site address of Ticketmaster to be displayed in the advertisement, as well as the address of the Facility and, if possible, the identity of the Outlets where Tickets may be purchased.

(c) **Advertising Revenue:** Ticketmaster and Principal shall separately receive and retain all income derived from advertising which each is entitled to sell under subsections (a) and (b) above.

14. **Accounting Procedures.**

(a) Ticketmaster shall collect and deposit all Ticket Receipts derived from Ticket sales for Attractions from all Outlets and Telephone Sales in an account to be maintained by Ticketmaster at a financial institution selected by Ticketmaster. Withdrawals of all Ticket Receipts to which Principal is entitled shall be made from such account by Ticketmaster and delivered to Principal on Friday of each week with each weekly payment to be on account of TM System Ticket sales for Attractions made by Ticketmaster during the period of Monday through Sunday preceding such payment date. Each weekly payment shall be accompanied by a written accounting.

(b) In the event that any Attraction is cancelled, postponed, or modified for any reason (each, a "Cancelled Attraction") the amount of funds held by Ticketmaster on account of Ticket sales for all Attractions ("Account Balance") (but specifically excluding therefrom the amount of Ticket sales proceeds to which Ticketmaster is entitled hereunder) shall be held and made available for distribution by Ticketmaster to consumers entitled to refunds. In the event that the

Account Balance is insufficient to make all refunds, Principal shall deliver the amount of such deficiency ("Deficiency Amount") to Ticketmaster no later than 24 hours after notice by Ticketmaster to Principal. Ticketmaster shall also have the right to set-off any Deficiency Amount against any amounts held by Ticketmaster on behalf of Principal. It is agreed and understood that Ticketmaster is the Ticket selling agent of Principal and therefore Ticketmaster's agreement to make any refunds as the agent of Principal is subject and limited to Ticketmaster holding or receiving from Principal the full amount of funds necessary to make refunds to all consumers properly entitled to a refund. With respect to Cancelled Attractions, subject to Section 14(a), Principal authorizes Ticketmaster to refund the Ticket price at each Outlet with respect to Tickets sold at such Outlet and by Telephone Sales with respect to Tickets sold by Telephone Sales, and to exchange Tickets pursuant to any exchange policy which may be adopted by Principal and Ticketmaster. Principal and Ticketmaster agree that Ticketmaster shall be entitled to retain the Inside Charges and Customer Convenience Charges assessable with respect to the initial sale of Tickets to Cancelled Attractions although no additional compensation shall be payable, or fee assessed by Ticketmaster, with respect to the exchange of any Tickets initially purchased at any Outlet or by Telephone Sales. Principal shall be responsible for any additional credit card charges incurred with respect to refunds of Tickets to Cancelled Attractions, and for all refunds and exchanges of Tickets initially purchased at the Facility Box Office.

(c) It is agreed and understood that Ticketmaster shall not be liable to Principal for the printing and sale of counterfeit Tickets when such action is beyond the control of Ticketmaster; provided, that Ticketmaster has previously taken reasonable efforts to prevent the printing and sale of such counterfeit Tickets by adopting adequate control procedures.

15. Representations and Warranties.

(a) Each party represents, warrants and covenants to the other that:

(i) It is duly organized and in good standing under the laws of the State indicated as its state of organization in the first paragraph of this Agreement and has adequate power to enter into and perform this Agreement;

(ii) This Agreement has been duly authorized, executed and delivered on behalf of such party and constitutes the legal, valid, and binding agreement of such party, enforceable in accordance with its terms; and

(iii) The entering into and performance of this Agreement will not violate any judgment, order, law, regulation or agreement applicable to such party or any provision of such party's charter or bylaws, or result in any breach of, constitute a default under, or result in the creation of, any lien, charge, security interest or other encumbrance upon any assets of such party (or, in the case of Principal, result in any such encumbrance upon the Hardware or Software), pursuant to any instrument to which such party is a party or by which it or its assets may be bound.

(b) Ticketmaster represents, warrants and covenants to Principal that:

(i) Ticketmaster owns and has title to the Hardware and license rights in and to the Software; and

(ii) The Hardware and Software will perform, and operation of the TM System, including all repair and service responsibilities, will be undertaken in a manner reasonably adequate for the performance of Ticketmaster's obligations under this Agreement; provided, however, that such warranties do not extend or become applicable with respect to any delays, stoppages or malfunctions which are caused by the acts of any third parties, or which are not under, or are caused by events or causes beyond, the control of Ticketmaster. PRINCIPAL HEREBY ACKNOWLEDGES THAT ALL IMPLIED WARRANTIES EXISTING BY OPERATION OF LAW, INCLUDING SPECIFICALLY ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED AND NEGATED BY THE EXPRESS WARRANTIES PROVIDED HEREIN.

(c) Principal represents, warrants and covenants to Ticketmaster that:

(i) Principal is the sole and exclusive operator of the Facility and has the sole and exclusive rights and authority to enter into this Agreement and to schedule and present the Attractions at the Facility; and

(ii) No agreement or understanding between Principal and any third party (including, without limitation, the promoter or sponsor of any Attraction or the act or event itself) with respect to rights to sell Tickets contains or shall contain any provision inconsistent with any provision, or the purpose or intent, of this Agreement.

(d) The representations and warranties contained in this Section 15 shall be deemed "material" as such term is used in Section 16, for all purposes related to this Agreement.

#### 16. Event of Default.

(a) The occurrence of any of the following events, continued for 30 days after receipt by the defaulting party of written notice thereof and the defaulting party's failure to cure the same shall, at the non-defaulting party's option, constitute an Event of Default hereunder:

(i) the nonpayment by either party of any sums required to be paid or remitted to the other party hereunder;

(ii) the default by either party under any material term, covenant or condition of this Agreement, or the breach by either party of any material representation or warranty contained herein;

(iii) any affirmative act of insolvency by either party, whether voluntary or involuntary, or the filing by either party, or any third person against either party, of any petition or action under any bankruptcy, reorganization, insolvency or moratorium law or any other law or laws for the relief of, or relating to, debtors; provided, however, that no such act shall constitute an Event of Default unless and until such party shall be unable to meet its obligations to the other party under the terms of this Agreement; and provided that the parties agree that this Agreement constitutes a financial accommodation by Ticketmaster to Principal as such term is utilized in 11 U.S.C. § 365; and

(iv) the exposure of a substantial part of either party's property or of the Hardware to any levy, seizure, assignment or sale for, or by, a creditor or governmental agency.

(b) Upon an Event of Default by Ticketmaster, Ticketmaster shall, without demand, forthwith pay to Principal all amounts due and owing pursuant hereto, and Principal may:

(i) require Ticketmaster to remove all Hardware from the Facility;  
and

(ii) terminate this Agreement.

(c) Upon an Event of Default by Principal, Principal shall, without demand, forthwith pay to Ticketmaster all amounts due and owing pursuant hereto and Principal authorizes Ticketmaster to set-off any amounts owed to Ticketmaster hereunder against any amounts held by Ticketmaster on behalf of Principal, and Ticketmaster may:

(i) terminate Principal's right to access and use the TM System and take immediate possession of the Hardware wherever the same may be located without demand, notice or court order; and

(ii) terminate this Agreement.

(d) No remedy referred to in this Section 16 is intended to be exclusive, but each shall be cumulative and in addition to any other remedy herein or otherwise available at law or in equity, each and all of which are subject to the limitation contained in Section 7 above.

17. **Protection of Hardware.** Principal acknowledges that the Hardware will be used by Principal at the Facility, which location Ticketmaster does not own, operate or control. Accordingly, the parties agree as set forth below with respect to the Hardware:

(a) **Loss and Damage:** Principal hereby assumes and shall bear the entire risk of loss and damage to the Hardware, ordinary wear and tear excepted, whether or not insured against, once installed, unless occasioned by the negligence of Ticketmaster, from any and every cause whatsoever from the date of delivery of the Hardware to the Facility until removal thereof following termination of this Agreement. No such loss or damage to the Hardware shall impair any obligation of Principal under this Agreement. In the event of loss or damage of any kind to any Hardware, Principal, at its sole option, shall within thirty (30) days after such loss or damage:

(i) Place the same, or replace the same with similar property, in good repair, condition and working order to the satisfaction of Ticketmaster; or

(ii) Pay Ticketmaster in cash the full replacement cost of the Hardware, and Ticketmaster shall promptly install new hardware to replace the lost or damaged Hardware.

(b) **Insurance:**

(i) Principal shall, at its own expense, provide and maintain at all times during the term hereof insurance to protect the Hardware against loss caused by fire (with extended coverage), vandalism, malicious mischief, theft, or any other cause in an amount equal to the full replacement value of the Hardware as determined by Ticketmaster. Should Principal become unable to provide or maintain such insurance coverage, Principal shall promptly notify Ticketmaster in writing prior to the expiration of any such coverage and, thereafter, Ticketmaster shall have the right, but shall not be obligated, to provide insurance coverage for the occurrences specified above and charge Principal the costs of such insurance coverage.

(ii) Principal shall provide, at its sole expense, comprehensive general liability and property damage insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, for its protection and the protection of Ticketmaster.

(iii) Except as expressly provided in clause (ii) above, all insurance provided and maintained by Principal shall be in such amounts, under such forms of policies, upon such terms, for such periods and written by such companies as Ticketmaster and Principal shall agree upon, and in all cases such insurance policies shall provide for the waiver of the insurer's right of subrogation against Principal and Ticketmaster. All policies of insurance shall include Ticketmaster as an additional named insured and shall provide for at least 10 days prior written notice of cancellation or non-renewal to Ticketmaster. Principal shall furnish Ticketmaster with certificates of such insurance or other evidence satisfactory to Ticketmaster as to its compliance with the provisions of this Section.

(c) **Hardware and Software is Personal Property:** Principal covenants and agrees that the Hardware and Software is, and shall at all times be and remain, personal property which shall, at all times, remain the sole and exclusive property of Ticketmaster and Principal shall have no right, title or interest therein or thereto except as a licensed user thereof. If requested by Ticketmaster, Principal will obtain a certificate in form satisfactory to Ticketmaster from all parties with a real property interest in the premises wherein the Hardware may be located, waiving any claim with respect to the Hardware. Except as may be necessary to prevent damage to or destruction of the Hardware, Principal will not move the Hardware nor permit such Hardware to be moved without Ticketmaster's prior written consent, which consent shall not be unreasonably withheld, and shall give Ticketmaster prompt written notice of any attachment or other judicial process affecting any item of Hardware.

(d) **Designation of Ownership:** If, at any time during the term hereof, Ticketmaster supplies Principal with labels, plates or other markings stating that the Hardware is owned by Ticketmaster, Principal shall affix and keep the same in a prominent place on the Hardware in recognition of Ticketmaster's ownership of the same.

(e) **Use:** Principal shall use the Hardware in a careful and proper manner and shall comply with and conform to all federal, state, municipal and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Hardware. Neither Principal, nor its employees, agents, servants or representatives, shall alter, modify, copy or add to the Hardware or Software without the prior written consent of Ticketmaster.

(f) **Surrender of Hardware:** Upon the expiration or termination of this Agreement, Principal shall return the Hardware to Ticketmaster in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted.

18. **Taxes.**

(a) Principal shall keep the Hardware free and clear of all levies, liens and encumbrances and shall promptly reimburse Ticketmaster for all license fees, registration fees, assessments, charges and taxes, whether municipal, state or federal, with respect to the Hardware located at the Facility, including, but not limited to, use, excise and property taxes, and penalties and interest with respect thereto, except and excluding, however, any taxes based on or measured solely by Ticketmaster's net income.

(b) Principal shall be responsible for the payment of any and all sales, amusement, admissions and other taxes or charges, measured by reference to a charge per ticket sold, due to any municipality or state as a result of, or in connection with, any Attraction held at the Facility (collectively, "Attraction Taxes") and for timely remitting same to the appropriate governmental authority. Principal shall promptly reimburse Ticketmaster for any and all such Attraction Taxes paid by Ticketmaster to any governmental authority on behalf of Principal (other than Attraction Taxes paid by Ticketmaster directly from proceeds of the ticket sales generating such Attraction Taxes), including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Principal to properly remit or reimburse Ticketmaster for any and all such Attraction Taxes as provided above.

19. **Assignment.** Without the prior written consent of Ticketmaster, Principal shall not (i) assign, transfer, pledge or hypothecate its rights in this Agreement or any interest therein, or (ii) permit the Hardware or any part thereof to be used, or access to the Software or any part thereof to be had, by anyone other than Principal or Principal's authorized employees. Any such assignment shall not relieve Principal of any of its obligations hereunder. Without the prior written consent of Principal, Ticketmaster shall not assign or transfer its rights in this Agreement or any interest therein, except in the event of an assignment by Ticketmaster to any parent, subsidiary, affiliate or successor-in-interest (including, without limitation, a successor by virtue of an acquisition), in which event no such consent shall be required. Any assignment, transfer, pledge or hypothecation for which consent is required hereby and which is made without such consent shall be void.

20. **Indemnity.**

(a) Principal shall indemnify Ticketmaster and its successors, assigns, officers, directors, employees and agents (collectively, for purposes of this Section, "Ticketmaster's Indemnitees") against, and hold Ticketmaster's Indemnitees harmless from, any and all claims, actions, damages, expenses (including court costs and reasonable attorneys' fees), obligations, losses, liabilities and liens, imposed on, incurred by, or asserted against, Ticketmaster's Indemnitees occurring as a result of, or in connection with: (i) any Event of Default under this Agreement by Principal; (ii) Principal's use of the TM System or possession and use of the Hardware; or (iii) any Attraction held at the Facility; except to the extent that any such claim shall relate to Ticketmaster's negligence or willful misconduct with respect thereto.



(b) Ticketmaster shall indemnify Principal and its successors, assigns, officers, directors, employees and agents (collectively, for purposes of this Section, "Principal's Indemnitees") against, and hold Principal's Indemnitees harmless from, any and all claims, actions, damages, expenses (including court costs and reasonable attorneys' fees), obligations, losses, liabilities and liens, imposed on, incurred by, or asserted against, Principal's Indemnitees occurring as a result of, or in connection with: (i) any Event of Default under this Agreement by Ticketmaster; or (ii) any alleged patent, trademark or copyright infringement asserted against Principal's Indemnitees with respect to Principal's use of the TM System; except to the extent that any such claim shall relate to Principal's negligence or willful misconduct with respect thereto.

21. **No Joint Venture.** The relationship of Ticketmaster and Principal hereunder shall in no way be construed to create a joint venture or partnership, or to constitute either party as an agent or employee of the other party for any purpose other than as set forth herein.

22. **Restrictive Covenant.** Principal recognizes and acknowledges that the TM System as it now exists, including the Hardware and Software associated with the TM System and all improvements in the state of the art relative thereto, represents a valuable, special and unique asset of Ticketmaster. Principal consents and agrees that it will not, during or after the term of this Agreement, disclose any information, design specifications, programs, listings, documentation or other supporting or related materials or information of any nature or description whatsoever relating to the TM System, the Hardware or the Software, or applications, adaptations and modifications thereof, whether now existing or developed in the future, to any person, firm, corporation, association or entity for any reason or purpose whatsoever; provided, however, that this covenant shall not apply with respect to any information which becomes a matter of general knowledge within the public domain or if Principal is obligated to disclose same by reason of any court order, rule or regulation applicable to the conduct of its business. Principal does further agree and acknowledge that any remedy at law for any breach or threatened breach of the provisions of this Section and the covenants set forth herein will be inadequate and, accordingly, Principal grants to Ticketmaster the right and entitlement to seek injunctive relief, without the posting of bond, for any such breach or threatened breach of the provisions and covenants herein in addition to, and not in limitation of, any and all other remedies at law or in equity otherwise available to Ticketmaster. The expiration or termination of this Agreement by either party shall not terminate the continuing confidentiality obligations imposed on Principal by the terms of this Agreement.

23. **Miscellaneous.**

(a) **Notices:** Any notice required or permitted to be given by the provisions hereof shall be conclusively deemed to have been received by a party hereto on the day it is delivered to such party at the address indicated below (or at such other address as such party shall specify to the other party in writing), or, if sent by registered or certified mail, on the third business day after the day on which mailed, addressed to such party at such address:

- (i) If to Ticketmaster, at: Ticketmaster L.L.C.  
100 East Grand, Suite 390  
Des Moines, Iowa 50309  
Attn: Jim Toncar

and: Ticketmaster L.L.C.  
550 West Van Buren, Thirteenth Floor  
Chicago, Illinois 60607  
Attn: Jeff Kline

and: Ticketmaster L.L.C.  
3701 Wilshire Blvd., Ninth Floor  
Los Angeles, California 90010  
Attn: Terry Barnes, Chairman of the Board and  
C.E.O.

and: Daniel R. Goodman, Esq., Executive V. P.  
and General Counsel

(ii) If to Principal, at: Pershing Auditorium  
226 Centennial Mall South  
Lincoln, Nebraska 68501  
Attn: Douglas Kuhnel

(b) **Effect of Waiver**: No delay or omission to exercise any right or remedy in favor of Ticketmaster or Principal upon any breach or default hereunder shall impair any such right or remedy or be construed to be a waiver of any such breach or default; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent, or approval on the part of Ticketmaster or Principal of any breach, or default under this Agreement, or of any provision or condition hereof, must be made in writing and shall be effective only to the extent specifically set forth in such writing.

(c) **Attorneys' Fees**: In the event of any action at law or suit in equity in relation to this Agreement, the prevailing party shall be entitled to the reasonable amount of its attorneys' fees and costs.

(d) **Applicable Law**: This Agreement shall be governed by, construed, interpreted, and enforced under the laws of the State of Nebraska and the United States without regard to conflict of laws provisions thereof. The sole jurisdiction and venue for actions related to the subject matter hereof shall be Nebraska state and United States federal courts having within their jurisdiction the location of Ticketmaster's office referenced in Section 23 (a)(i) above. Principal consents to the jurisdiction of such courts and hereby waives, to the fullest extent permissible, the defense of an inconvenient venue or forum to the maintenance of any such proceeding.

(e) **Additional Documents**: Each of the parties hereto agrees to execute and deliver such additional and further documents and instruments as may be necessary or appropriate to carry out the intents and purposes of this Agreement.

(f) **Severability**: In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Further, in the event that any provision of this Agreement shall be held to

be unenforceable by virtue of its scope, but may be made enforceable by a limitation thereof, such provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the laws of the jurisdiction in which enforcement is sought.

(g) **Confidentiality**: The terms, conditions and provisions of this Agreement are confidential and shall not be disclosed by Principal to any third party other than Principal's accountants and attorneys without the prior written consent of Ticketmaster. In the event that such disclosure is sought by subpoena, document request, notice of deposition or other legal proceeding, Principal agrees to notify Ticketmaster, pursuant to Section 23 (a) hereof, within forty-eight (48) hours after receipt of such legal document and Principal agrees to cooperate with Ticketmaster in any attempt to obtain a protective order.

(h) **Binding Effect**: The terms, conditions, provisions and undertakings of this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and permitted assigns.

(i) **Amendments**: This Agreement shall not be changed, modified, altered or amended in any respect without the mutual consent of the parties hereto, which consent shall be evidenced by a written amendment to this Agreement executed by the parties hereto.

(j) **Entire Agreement**: This written Agreement and any Exhibits hereto constitute the sole and only agreement of the parties relating to the matters covered hereby. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. This Agreement supersedes any and all existing contracts and agreements by the parties with respect to the subject matter covered herein.

(k) **Force Majeure**: Neither party hereto shall be deemed to be in default hereunder, and no Event of Default shall be deemed to have occurred, as a result of any delay or failure of performance which occurs due to any war, flood, fire, hurricane, earthquake, civil disturbance, act of God or other event beyond such party's reasonable control, including without limitation the failure of any computer system or embedded computer microprocessor to process or correctly interpret date data involving any date on or after January 1, 2000 (any such event is referred to herein as a "Force Majeure"), but only for so long as such Force Majeure shall continue to prevent such performance.

(l) **Counterparts**: This Agreement may be executed in one or more counterparts, all of which shall be deemed to be one and the same document.

IN WITNESS WHEREOF, Ticketmaster and Principal have caused this Licensed User Agreement to be duly executed as of the date first above written.

TICKETMASTER L.L.C.,  
a Delaware limited liability company

By: 

Title: 

(LU-AGMT022500)

PERSHING AUDITORIUM  
a Municipal corporation

By: 

Title: EXECUTIVE DIRECTOR

EXHIBIT 1

HARDWARE SCHEDULE

Location of Hardware

Quantity

Description

Facility Box Office  
\_\_\_\_\_  
\_\_\_\_\_

CRT's  
Ticket Printer  
Report Writer  
Modem